## LIKE MORNING TO NIGHT

all things have their most favorable periods.

## The Storekeeping of Holiday Riches

had its beginning with the opening of our doors yesterday. The grand procession of the visiting thousands marched through the most winsome merchandise assemblage that it is possible to see in any re-



make it possible that the accomplishments of a world's progressive merchandise improvement are pre-eminent with Rich-

HANDKERCHIEFS.

5 Coque-Feather Boas for 98c., from \$1.70; 3 Children's Gray Lynx Sets for

Black Angora Trimming for 15c. a yard;

GLOVES.

CORSETS.

REMNANTS OF SMALL WARES.

27 bottles Vaseline, stoppers out, ic. bot-

15 bottles Eau de Quinine, caps off, 29c.

bottle.
Curling-Irons, 2c.
Perfume, 2c. bottle, 15c. Face Powder,
3c. box; 19c. Atomizers, 5c. each.
Tooth-Erushes, 3c.; Hand-Mirrors, 6c.
each; Cosmo Buttermilk Soap, 5c.
cake; Pocket-Knives, 5c.; Playing
Cards, 25c. kind, 15c. package; Putz
Pomade, 5c. can; Good Pins, 1c. paper;
Crawley's Gold-Eye Needles, 2c. paper;
Best Linen Thread, 4c. spool; SafetyPins, 1c. paper; Silk Garter Elastic,
25c. kind, 8c. strip; 19c. Silk Garters,
boxes broken, 5c.
Black Velvet Binding, 1 3-4 inches wide,

Black Velvet Binding, 13-4 inches wide, for 7c, each

Hooks and Eyes, 2 dozen lc.; Silk Seam Binding, 5c. piece; Pearl Buttons, RIBBONS.

No. 2 All-Silk Ribbon, ic. yard; No. 5 Silk Satin Ribbons, 3c. yard; all shades No. 40 Roman-Stripe Ribbons, 10c. yard; No. 40 All-Silk Black Moire Rib-bon, 20c. quality, 121-2c. yard.

POCKET-BOOKS.

Leather Pocket-Books, ic.; Children's Pocket-Books, all colors, 3c. each; Ladies' Full-Size Shopping-Bags, sil-

Ladies Full-Size Shopping-Bags, Six-vered trimmed, value 39c., for 19c.; Ladies' Combination Pocket-Books and Card-Cases, any color, 25c. ones, to-day 15c. each; Ladies' Combination Books, embossed leather, any shade, 39c. ones, 25c. each.

1 lot Stick-Pins, value 15c., for 2c. each, 1 lot Holiday Nick Nacks, good, worth from 10 to 19c. each, for 5c. each, Sterling-Silver Spoons, value 39c., for

Sterling-Silver Thimbles, 25c. kind, 13c.

each.
10t Eye-Glasses, value 15c., for 9c. pair,
25 pairs Gold Eye-Glasses, all numbers,
81.25 kind, 50c. pair.
1 lot 15c. Hat-Pins, to-day 3c. each.
Odd lot Sterling-Silver Pieces at half
their real value.

REMNANTS IN ART GOODS.

1 lot of Applique Doylies, regular 8c. ones, for 5c.

ones, for 5c.
21 Stamped Centrepieces (20x29), 19c.
ones, for 7c.
15 Hemstliched Tray Cloths (slightly soiled), worth 29c., for 19c.
12 Stamped Art Canvas Centrepieces (20x 20) for 6c. each.
25 Japanese Sofa-Cushion Tops, 39c. value, for 19c. each.

REMNANTS OF LININGS.

Remnants of 36-inch Silesia and Per-callnes, 12 1-2c. quality, 4 3-4c. yard.
 Remnants of 19c. Linen Canvas, 19c.

17 Remnants of 36-inch Dress Facing.

5c. yard. 9 Remnants of 2-yard-wide Fibre Cha-

mois, 19c. grade, for 5c, yard. 23 Remnants of 25c. Black-Back Figured Silesia, 12 1-2c, yard.

1 lot of Cream Pitchers, Bonbon-Boxes, Mugs. and etc., etc., to close out at

Mugs, and etc., etc., to close out at 3c. choice. 27 Odd Hand-Painted Tea-Pots, slightly

chipped, for 15c.—was 50 and 75c.
7 Large Yellow Mixing Bowls for 12c.

1 odd 10-Piece Toilet Set, gold stippled, bowl slightly damaged, a \$6 set, for

16 Large White China Meat Platters for

8c.; regular 15c. kind.
12 Odd Decorated China Covered Vegetable Dishes for 39c. choice; usual 98c.

11 Large Cut-Pattern Fruit Comports, 8c., from 15 and 25c. 14 Odd Cut-Pattern Cream Pitchers for

3c. choice.

1 Genuine Cut-Glass Punch Set, con taining 15 pieces, to close out for \$2.50-

value \$10.

1 Large Punch Bowl, on stand, for \$2.

29 Delft "All-Night" Lamps for 15c each

5 Six-Column, Bronze-Top Radiators,
slightly dented, for \$3.50; regular \$6

and 57 kind.

1 Mahogany Rocker, slightly damaged, for 45c.—a \$2.25 Rocker.

15 Retinned Dish-Pans, 12 quarts, for 8c.

HOUSEWARE,

5 Royal Worcester Bicycle Corsets— sizes 21, 22, 24, 25, and 26—were \$1.

60c. Prima Donna Corsets, sizes 24 to

# This Is the Remnant Day,

and you are wanted to cart away the many thousand wares that fail to bring down the scales of first-class order or condition, and at your own prices, even more so than usual, as their space is greatly needed from now unto the holidays.

Only a few prices can be gathered, but the odds and ends—thousands of them—will be ready to-day.

#### AMONG THE MANY SILKS.

Black Satin Duchess, 50c. a yard, from 21-inch Black Rustling Taffeta, 371-2c. Fancy Roman-Stripe Taffetas, 40c.

Fancy Roman-Stripe Taffetas, 40c., from 69c.
Plaid Taffetas, 35c., from 49c.
Light shades in Plain Taffetas, 35c., from 59c.
Black Brocades, 45c., from 69c. Two-Toned Silk, in length to 6 yards, for

A GREAT NUMBER OF WRAPS FOR HALF PRICE.

Many with oply the slightest imperfec-

4 Ladles' Capes, 65c., from \$1.25. 3 Ladles' Black Capes, \$1.25, from \$2.25. 1 Gray Cheviot Coat, size 36, for \$4, from

4 Persian Lamb Cloth Coats, \$3.50, from Broadcloth Coats, 36, from \$9.25. Handsome Velour Russia Blouse, \$20

1 Handsome Velocity
from \$30.
3 Velour Beaded Capes, silk lined, for
\$5, from \$7.75.
2 Silk Plush Capes, beaded, for \$2, from

AMONG MANY BOOKS.

Masterpieces of Dickens and Thackeray, show handling, 25c., from \$1.98. Standard Poems, celluloid covers, for

Henty and Alger Books, for boys, 271-2c.; besides many others. Also, Writing Paper for half, in loose and open packages.

open packages.

% SHORT LENGTHS OF COLORED

DRESS FARRICS. Prices 3c. a yard

to 75c.; were 6 1-4c. to \$1.80. CURTAINS.

Ruffled Curtain Muslin, 20c, a yard,

from 35c.

In one and two pairs of a kind.

If pairs Nottingham Curtains, from 30c.

a pair to \$2; were 48c. to \$4.75.

1 pair Silk Damask Curtains, were \$15.80,
for \$10 a pair.

3 pairs Irish-Point Curtains for \$4, from
\$8.75.

11 pairs Brussels Lace Curtains, 1 to 3 pairs of a kind, soiled from window, 86 to 80 a pair; original price \$10 to 16.75 a pair.

#### BLACK DRESS FABRICS.

HLACK DRESS FABRICS.

44-inch Ail-Wool Heavy Surah Twill for 33c. yard, worth 75c.

Handsome Quality Brocaded Jacquards and Armures, that sold for 75 and 88c. a yard, for 56c.

Brocaded Brilliantines, large and small designs, 39c. a yard, from 69c.

Wide Double-Fold Mohair Serge for 12 1-2c, a yard; was 35c.

44-inch Heavy Mohair Sicilian, bright silk lustre, 59c. a yard—usual 75c. kind, 15c. buys an elegant Brocaded Mohair, large, bright figures, were 39c.

62 Remnants Brocaded Mohair, Whipcord, and Serge for 8 1-3c. a yard.

CARPETS.

All the Tapestry Carpets, pieces up to 21 yards, sold from 70 to %c. a yard; remnant price, 45c. a yard. All the Axminster Carpets, pieces up to 32 yards, sold from \$1.10 to \$1.35; rem-

32 yards, sold from \$1.10 to \$1.35; rem-nant price, 69c. a yard.

All the Remnants of Wool Ingrain Car-pets, pieces up to 17 yards, sold from 45 to 75c.; remnant price, 25c. a yard.

Three 30-inch Smyrna Hearth Rugs, soiled from display, sold at \$2.50; rem-nant price, \$1.25.

Two 4x7-foot Smyrna Sofa Rugs, soiled from display, sold at \$8; remnant price, \$2.25.

All the Remnants of Fancy China Mat-tings, sold up to 15c.; remnant price, 5c. a yard.

#### KNIT UNDERWEAR.

Misses' Merino Pants, 37 1-2c., from 51 Gray Wool Vests, 25c., from 50c.; In fants' Wool Wrappers, 15c., from 25c LADIES SCARLET Medicated Pants 75c., from \$1.19.
Ladies' Ribbed Fleecd, 16c., from 17c.,
Cashmere, 15c., from 25c.

#### HOSIERY.

Ladies' Black Hose, 21 pairs, for 10c., from 16c.; Fancy-Top Hose, 3c. a pair. Children's Ribbed, seamless, were 10c., MUSLIN UNDERWEAR.

Ladies' 88c. Trimmed Drawers, soiled 50c. a pair; 18 pairs 25c. Trimmed Drawers, 15c. a pair; 81.25 Gowns fo 75c.; 50c. High-Neck Trimmed Corset Covers, 25c.; 37 1-2c. ones for 12 1-2c. Children's Muslin Gowns, 25c., from 50c Large Size White Check Muslin Aprons 12 1-2c.

#### EMBROIDERIES AND LACES.

Cambric and Swiss Edges and Insertions, lengths up to 5 yards, 3c. a yard, for 8 and 10c. grades.

Linen Torchon Lace, 1c. yard; 28 yards Hand-Made Torchon for 2c. yard.

LINENS.

Solid White Hemstitched Tray Cloths, 15c.: Dinner Napkins, 3c. each; odd Linen Towels (Huck), 3c. each; odd Linen Towels (Huck), 3c. each.

Colored Fringed Table Cloths, slightly solled, 36c., from \$1.50; Linen Huck Towels for 4c.

Table Damask, 25c. yard, from 40c.; Turkey-Red and Green, 121-2c.; 50c. Linen Damask, for 35c, yard; 98c. grade, 55c.

SHIRT-WAISTS.

\$2.69 Red Cloth Waists for \$1.50; 50c Flannellette ones for 25c. UNDERSKIRTS.

Black Wool Mohair Underskirts for #1.50, from \$2.50. Stateen at 50c., from 75c.; Fancy Striped Moreen, 75c., from #1.69. UMBRELLAS.

Four 26-inch Gioria Umbrellas, damaged, 25c. from 69c. 28-inch Gloria for 39c.; 28-inch, with Dresden handles, for 75c.; sterling-sil-ver trimmed ones for \$1.

each.
4 Odd Japanned Decorated Toilet Sets MEN'S WEAR.

17 Men's Natural Wool Vests, 50c., from \$1.25; 19 Heavy Gray for 40c. 9 Double-Breasted Scarlet, 75c., from \$1.50.

for 42c. a set.
Twelve 2-quart Granite-Iron CoffeePots for 10c. each.
10 Granite-Iron Pie-Plates, for 3c.
7 Large Picture-Frames, different sizes,
slightly damaged, for 49c. choice—sold
upwards of \$3.50.
1 lot of Damaged Cabinet-Size PictureFrames for 2c. choice.
40 Odd Colored Medallions for 3c. choice,
24 Glass Swinging Medallions for 10c.
each.

#### THE COHEN CO. THE COHEN CO.

#### HAVE AN INDUSTRIAL BUREAU.

1 lot of All-Wool Socks, were up to

Public Meeting Next Tuesday Night to Receive a Report.

most important meeting was held in the Chamber of Commerce on the night of the 23d ultimo, under the auspices of the Chamber's Committees on Business

the Chamber's Committees on Business Enterprises and Manufacturers, acting is a joint committee.

After very excellent and impressive addresses had been delivered by Messrs, W. R. Trigg, S. D. Crenshaw, and P. F. Greenwood, the selected speakers of the occasion, an earnest discussion of the occasion, and the meeting finally adopted a resolution instructing the joint committee to inquire into the expediency of establishing a pureau of industrial development of the Chamber of Commerce, and employing a manager of such bureau, with the understanding that the committee should submit its report to an adjourned meeting to be held two weeks from the date of the first meeting.

Accordingly, this adjourned meeting

will be held Tuesday next, December 7, 1897, at 8:15 P. M., in the Assembly Hall of the Chamber. As the personnel of the meeting in November was most excellent, and each person present was urged to bring another with him to the ad-journed meeting, a splendid gathering of Richmond's enterprising and substantial

### THE SUPREME COURT.

A NUMBER OF OPINIONS HANDED DOWN YESTERDAY.

TWO RICHMOND CASES DECIDED.

The Law and Equity Court Sustain ed in One and the Chancery Court Reversed in Another-Fees Office Pending Contest.

Opinions were handed down in eight cases yesterday in the Supreme Court of Appeals. Two Richmond cases were decided. The Law and Equity Court was sustained in one and the Chancery Court reversed in another. Following are digests of the decisions rendered:

Booker vs. Donohoe, Reversed. Opinio by Keith, P.

B. brought action of assumpsit against D., containing the common counts and a special count setting out that in May, 1895, he was duly elected Clerk of Eliza beth City county, and was entitled to en ter thereon the ensuing July, and to re ceive the fees and emoluments thereof that he was prevented from qualifying by D., who wrongfully and illegally se cured the certificate of election, took Soiled and handled, embroidered, for 2c.; M.n's for 9c., from 12 1-2 to 16c.; Ladies' Hemstitched and Embroidered for 5c.; Men's Hand-Embroidered, initials, for 12 1-2c.; Children's Fancy Embroidered and Hemmed ones for 1c., from 5c. charge of the office, and held same till March, 1894, when the Circuit Court, affirming the judgment of the County Court, adjudged B. entitled to the certificate, who then and there quantied, and further averring that by reason of the premises. D. became indebted to him in the sum of \$1.300, the fees and emoluments of the office during the time he wrongfully held it and undertook and promised to pay, &c., when thereunto requested.

1-inch Coney for 9c. 2 Electric Seal Muffs for 31, from \$2.50. Children's White Angora Collarettes, 25c.; Ladles' Mink Scarfs for 49c. Domurrer to declaration and each 1 lot of 4-Button Embroidered Ladies' Kid Gloves, in Tan, Red, Brown, and White, former price \$1; now 75c, a pair.
1 lot of Ladies' Kid Gloves, in Mode and Gray—sizes 51-2, 53-4, 6, 63-4—were \$1.25; to-day, 67c, a pair.

-Button and Foster-Lacing Ladies' Black Kid Gloves, 88c, a pair. ount sustained, and appeal to this court. Held: 1. The demurrer being to the eclaration as a whole and to each count thereof, and the common counts being unquestionably good, it could only have been sustained on the theory of a misjoinder of counts, it being bad pleading to combine counts upon a tort with counts in assumpsit. But the special count is not upon a tort. The recital of facts therein discloses a consideration which supports the alleged promise: "Where A wrongfully takes the property of R and selle it D. Dr. Warner's Health Corsets—sizes 24, 25, and 26—for 85c., from \$1.25. One lot of 56c. Corsets for 25c. 31 I. C. Corsets—sizes 18, 19, 25, and 26—for \$1.50; \$2 ones—sizes 22, 24, 25, and 26—for \$1. of B. and sells it, B, may bring trespass trover, definue, or assumpsit for money had and received at his election, and by bringing assumpsit he waives all claims for the wrongful detention and makes the proceeds of it money had and received to his use." Sangster vs. Com., 17 Gratt., See, also, Gary vs. Abingdon Pub., 27 S. E. R., 595; Bier vs. Borrell, 29 Va., 97. The declaration and all its unts are in assumpsit.

2. Where a person has usurped an office 2. Where a person has usurped an office belonging to another, and taken the known and established fees, an action for money had and received will lie against the intruder on the part of the party entitled for their recovery. 1 Setwyn, N. P., 81; 1 Chitty's Pl., 100; Arris vs. Stukeley, 2 Modern, 260; Dorsey vs. Smith 9 Co.1 21.

Smith, 28 Cal., 21. 3. While an office is not property in the sense that cattle and lands are, and an officer acquires no vested right that the office shall be continued during the time for which he was elected; while the Legislature may abolish the once during his term, or diminish the salary, or change the mode of compensation, sub-ject only to constitutional restrictions. yet within their acknowledged limits the right to an office carries with it the right to its emoluments, which emoluments follow the true title, Nichols vs. Mc-Lean, 101 N. Y., 526; Kessel ve. Ziesier, 102 N. Y., 114; Dolan vs. the Mayor, 68 N. Y. 214.

4. As against an intruder, wrong-doer, 4. As against an intruder, wrong-doer, or usurper, the rightful claimant may recover fees and emoluments without having qualified in the mode prescribed. Comstock vs. City of Grand Rapids, 40 Mich., 2008. Writing. stock vs. City of Grand Rapids, 49 Mich., 298; Kreitz vs. Behrensmeyer, 25 N. E. R., 2984; State vs. Johnson, 17 Ark., 407; City of Philadelphia vs. Rink, 14 Amer. and Eng. Cor. Cases, 285. These cases establish—I, the right of the rightful claim-holding one responsible for words and to recover 2 to recover by indebitatus assumpsit; 2, that qualifying, by taking the oath, giving bond, &c., are not necessary as conditions precedent.

not necessary as conditions precedent.

5. Under our form of government the perpetuity of our institutions and the preservation of the liberty of the people depend upon honest and fair elections, and the highest public policy requires that the laws should be so framed and administered as to secure fair elections. To hold that a defeated candidate, who, by any artifice or device whether the process of the security of the securi by any artifice or device, obtains the cer-tificate of election, and is inducted into office, may retain it until, as the result it may be, of protracted litigation, the rightful claimant prevails, and that in the mean time he may receive and retain the fees and emoluments without being accountable therefor, is repugnant to natural justice and offers an inducement to the commission of fraud by permitto the commission of fraud by permit-ting the perpetrator to enjoy its fruits in security. To hold that the injured party must qualify as a condition pre-cedent of his right of action would be to allow the grong-doer to take advan-tage of his even wrong, he having de-prived his expetitor of the only evi-dence which alloud entitle him to quali-

-the certificate of election. 6. Measure of Damages: If the plaintiff proves his case he will be entitled to resuch proportion of the allowand made for the current official year as was wrongfully received by the intruder; and as to fees for services performed, to the profits thereof—that is, the amount of the fees, less the necessary expense of earning them, unless the intruder were guilty of fraud in procuring the certifi-cate of election, in which case he abould not be allowed to make any deduction. Bler vs. Gorrell and Arris vs. Stukeley,

PROCESS ON DEFUNCT CORPORA-TION.

Richmond Union Passenger Railway way Company vs. New York Sea Beach Railway Company. Affirmed. Opinion

Assumpsit by the New York Company vs. the Richmond Company for the price of certain cars and engines hired to the tter. At time of suit the Richmone ompany had ceased to be a corporation and process was served upon its late president, and the contention is that the only method by which it could be impleaded was by publication as prescribed by the statute, Code, section 1163. Held: Were this contention tenable,

then, from the time this statute was enacted in 1838, 'till its amendment in 1887, there was a right without a remedy. for there would have been no mode by which it could be brought before a court. Before it ceased to exist it could brought into court by process served on its president, and if, by virtue of the statute, it may be sued as before, the conclusion seems irresistible that ser-vice upon its former president is effectual to give jurisdiction. See Finney, &c., vs. Bennett, 27 Gratt., 265.

The method of service by publication,

as provided by the statute in 1867, is additional to that which theretofore existed, and which was properly employed in this

Special pleas are properly rejected when the defence proposed in each of them can be presented under the general issue. (Campbell & Co. vs. Angus & Co., 91 Va., 438.) CONSTRUCTION OF A WILL

Thom's Executor vs. Thom, etc. Affirmed. Opinion by Harrison, J. Miss Thom devised all her estate to her Miss Thom devised all her estate to her three nieces, and the survivor of them, with remainder to her nephew. The latter agreed to sell his interest as remainderman to the life tenants for \$1,500, and that they should institute suit in his name and theirs, asking for a ratification of the contract, a settlement of the accounts of the executor, who held in trust for the bequests of the will, and asking for a sale of so much of the personal estate passing under the will as might be neces-sary to pay the remainderman the sum

agreed.

The executor contested the suit, nying the right of the beneficiaries to terminate the trust created by the will in the manner proposed, and contending that the purpose of the testatrix would be thereby defeated.

Held: The beneficiaries being under no incancity learning.

incapacity, legal, or otherwise, to prevent any one of them from managing their own property, had a right to make this contract, and it is reasonable and just that it should be carried out in conformity to the desire in which they all

CONTRIBUTORY NEGLIGENCE.

White vs. Newport News Ship-Building and Dry-Dock Company. Affirmed. Opinion by Harrison, J. Plaintin, an intelligent and experienced employee, knowingly assisted in making an improper adjustment of appliances, when sultable appliances for a safe and proper adjustment, furnished by the mas-

ter, or employer, were within his easy reach. He retired to a place of safety, and at the command of the foreman, who was ignorant that unsuitable appliances were being used, returned to the place of danger without a word of warning or protest to the foreman, and lost his leg. Held: 1. Granting that it was the fore-nan's duty to have known that proper appliances were being used, yet plaintiff, ormed, it was inexcusable negligence on his part to proceed to the work without informing the foreman of the improper adjustments. His own gross negligence directly contributed to his misfortune, and there is no liability for damages on the defendant.

WILL CONSTRUED.

Walker vs. Webster. Reversed. Opinior by Riely, J. Dissenting, Keith, P. "All the rest and residue of my estate real, personal, and mixed, I desire shall go to and be divided in equal parts among those who would be my heirs at law under the statute of descents and distributions in Virginia in case I had died

intestate."

The Chancery Court of Richmond decided that the heirs at law took per stirnes and not per capita. Held: The stirpes and not per capita. Held: cardinal rule of construction is to follow the intention of the testator. In ascertaining that intention, effect must be given to every word of the will, and words are not to be changed or rejected unless in manifest conflict with the rain intention or are absurd unthe plain intention, or are absurd, unintelligible, or unmeaning. Woolton vs. Redd's Executor, 12 Gratt., 196, Here apt and precise words have been used to de-scribe the object of his bounty-his heirs at law under the statute had he died intestate. They are to take the estate in "equal parts"—to share it equally—that is, per capita. The reference to the statute was simply to designate the persens who were to take, not to prescribe also the manner of the division. He does not say they were to take as if he had died intestate, but that those persons should take who would be his heirs in should take who would be his heirs in case he had died intestate: Who shall take, not how they shall take. How is otherwise prescribed. They are to take "in equal parts." Hoxton, etc., vs. Griffith, etc. 18 Gratt., 577; Brew and ux. vs. Opie., Call 212; Crow vs. Crow, 1 Leigh, 74; McMasters vs. McMasters, 19 Gratt. 275

RESCISSION.

Wren, etc., vs. Moncure, etc. Reversed. Opinion by Riely, J. Opinion by Riejy, J.

An allegation of false and fraudulent representations by vendors to induce purchase of land at Buena Vista. The ut-most that the testimony proves is that vendors and their agents repre-sented that twenty acres of the tract of about twenty-two were available for building purposes and susceptible of sub-division into building lots. After restating the general rule as to misrepre-sentations which constitute ground for recission—the positive statement of a material fact made to procure the con-tract as distinguished from mere matter of opinion, unless the parties are dealing upon unequal terms and one has means of information not equally open to the

other, as held in many recent decisions by the present bach—it is Held: Where the representation is not of a material fact, but the mere expres-sion of an opinion, the vendor using no artifice to dissuade or prevent the pur-chaser from making inquiry or examining the lots, the latter is without redress. are not entitled to rely on it, and omit to make the inquiries and examinations which prudent men ought; the law not holding one responsible for words commendation unless the parties deal on nequal terms, or one has means of information not equally open to the other or some means of artifice has been em-ployed to prevent inquiry or examination. 2. The charge that the agents who sold 2. The charge that the agents who sold the land concealed from the purchasers that they were part owners, if true, would constitute a fraud and avoid the purchase. Not having been made in the bill and in no wise put in issue in the pleadings (but only in the depositions and vigorously denied by the agents in like manner), no recovery can be allowed. In equity, as at law, the allegations and proofs must agree, and a recovery will not be allowed upon a case, although proved, which differs essentially from that alleged in the bill. Smith vs. Nich-olas, 8 Leigh, 354; Potomae M. Co. vs. Evans, 84 Va., 717.

The charge, if true, constitutes a ground relief separate and distinct from the representations charged in the bill, and no opinion is expressed in regard to the testimony upon this point.

CHANGE OF VENUE, &c. Atlantic and Danville Railroad Company vs. Rieger. Reversed, Opinion by

Held: Prejudice or ill-feeling existing in a community, though sufficient t show the difficulty, if not the improbability, of getting an impartial jury from among its citizens to try a cause involv-ing the conduct which produced the feet-

# La Grippe Cured

This modern malady has become dreaded not more for its direct fatality than for the weakness of body and mind it leaves behind it. Prolonged debility, permanent prostration, melancholy and suicide follow La Grippe. For this disease there is no remedy superior to Ayer's Cherry Pectoral.

"The best remedy for la grippe that I know of is Ayer's Cherry Pectoral." REV. JOHN K. CHASE, South Hampton, N. H.

"My wife and five children were taken down with la grippe, while the disease was so widely prevalent. I dosed them with Ayer's Cherry Pectoral, and before using quite two bottles my family was restored to health. I know of several obstinate cases of the same complaint which were also cured by this remedy."

J. PARMINTER, Paulette, Miss.

"I was cured of la grippe by the use of Ayer's Cherry Pectoral." C. S. THOMPSON, Pub. "Signal," West Farmington, O.

# Cherry Pectoral

is put up in half-size bottles at half

ing, is not sufficient ground for the removal of a cause in which the same person is one of the parties when the case has no connection with the conduct which produced the ill-feeling, especially when the witnesses that prove the ill-feeling express the opinion that a perfectly fair and impartial jury can be had in the community to try the case. Where the motion for a change has been overruled and a jury free from objection afterwards been obtained, that fact is conclusive evidence that the motion was properly over-

dence that the motion was properly over-ruled. Wright's case, 33 Gratt., 859; Joyce's case, 78 Va., 278, 2. The same rule applies in the examination of a juror on his voir dire as when a question is asked a witness which he is not permitted to answer. In order to have the court's action reviewed the record must show what was expected to be proved, the reason being in both cases that a judgment will not be reversed because evidence has been rejected, unless its materiality be made to appear. Union Cent. Life-Ins. Co. vs. Pollard, 26 S. E. R., 421, 423, 424, and cases cited.

3. Where a witness has been examined, cross-examined, and re-examined unless new matter be brought out on the re-examination, the examination ought ordinarily to be consider-ed closed. If new matter be brought ought, the opposite party ought to be permitted to interrogate the witness as to it. Where a party is exercising an absolute right the court must know what his question is before it can refuse to permit him to ask it; if exercising a mere privilege which the court has the right to refuse or to withdraw, however much its refusal may offend against judicial propriety, it is not reversible when done under circumstances like thos in this record

#### FELLOW-SERVANTS.

Norfolk and Western Railroad Company vs. Houchins's Administrator. Re

versed. Opinion by Cardwell, J. H. was killed while employed as front brakeman on an extra west-bound freight train, No. 273, in a collision between that train and the second section of a regular schedule train, No. 82, at Shumate, in Giles county. The road was singletracked at that place. Both trains were running under the general train rules, not under special orders. No. 82 was in two sections, and had right of way. The extra should have waited at Shumate till both sections passed. It was on the siding when the first section passed, with green signals-notice that another section was following. H., an employed three years' standing, was familiar with the rules. He, the conductor, and en-gineman all saw the green signals, and knew their import. When the first section stopped at Shumate all the freighttrain crew went to sleep, H. lying be-tween the tracks. The conductor awoke just as the first section left Shumate, and asked the telegraph operator if the second section had passed, and was told that it had, carrying no signals. The others were then awakened and his train started west, and the collision ensued with the second section, which had not, in fact, passed. The extra freight was not waiting for orders, nor received any before starting. The accident resulted from the freight conductor's taking his train out contrary to rules.

The court below, of its own motion,

gave two instructions to the jury, the gist of them being that it was for them to determine the question of fellow-ser-vant as between the conductor and the brakeman by the gradations in rank of the two men in the service of the com-pany; not to determine it by the character of the negligent act causing the in-jury, but making their conclusions depend upon whether the negligent servant was or was not in authority over the in-

Held: The law of fellow-servants is Heid: The law of fellow-servants is laid down by this court in Norfolk and Western Railroad Company vs. Nuckols. 91 Va., 193, and it was said by Riley, J., in case of same plaintiff vs. Ampey, 33 Va., 198, that the question of the relation of the conductor to his crew was an open question to be decided when it by or the conductor to his crew was an open question, to be decided when it became necessary. In deciding it the test as to the liability of the company is not whether the conductor under the rules is given authority over his crew, but whether his negligent act was in the performance of a duty which the law devolved upon the company and is non-assignable, or whether the duty were one of mere operation, which is assignable.

assignable, or whether the duty were one of mere operation, which is assignable.

2. Every man taking service on a train, as fireman, engineer, brakeman, &c., must contemplate its being run under the orders of a conductor, who, though designated as conductor, with authority to control and discontinuous and the conductor of the conductor of the conductor. trol and direct the men under him, is but a colaborer or coworkman with the other members of the crew engaged in a work of mere operation, a common em-ployment, under one and the same common employer, from whom all derive their authority and compensation. brakeman, therefore, makes his contract in contemplation of this superiority or service in the conductor, and assumes the risk of injury from the negligence of the risk of injury from the negligence of his fellow-workmen, and all engaged on the train stand to each other in the rela-tion of fellow-servants. But if the con-ductor, by authority of the master, be performing a duty which the master is not permitted by law to delegate, he may under some circumstances be in the cate-gory of principal or vice-principal; never however, by the mere supposed in train. him in operating or moving his train. See Jackson vs. N. & W. R. R. Co., 27 See Jackson vs. N. & W. R. R. Co., 27 S. E. R., 278, where the "non-assignable" S. E. R., 278, where the "non-assignable and supposed suppo however, by the mere superiority given duties of a railroad company are distin-guished from the assignable.

3. Until the question of fellow-service be controlled by statute, as in England and some of the United States, the doctrine enunciated in N. & W. R. R. Co. vs. Nuckols, supra, and same vs. Don-nelly, 88 Va., must be regarded as setnelly, 88 Va., must it tled law in Virginia.

SUMMARY. James Keith, P.-Booker vs. Donahoc. Circuit Court of Elizabeth City county.

Richmond Union Passenger Railway Company vs. New York Seabeach Rail-Company vs. New York Seabeach Railway Company. Law and Equity Court, city of Richmond. Affirmed.

John W. Riely, J.—Walker vs. Webster. Chancery Court, city of Richmond. Reversed. Keith, P., dissenting.

Wrenn vs. Moncure. Circuit Court of Rockbridge counts. Payersed.

Rockbridge county. Reversed.
R. H. Cardwell, J.-Norfolk and Western Railroad Company vs. Houchins's Administrator, Circuit Court of Giles county. John A. Buchanan, J.-Atlantic and

Danville Railway Company vs. Rieger, Corporation Court of the city of Portsmouth. Reserved.
George M. Harrison, J.—White vs. Newport News Ship-Building and Dry-Dock
Company. Circuit Court of Warwick
County. Affirmed.

Thom and als. vs. Thom's Executor. Corporation Court of the city of Fredericksburg. Affirmed. Southern Railway vs. Franklin, etc., Railway Company. Circuit Court of Franklin county. Appeal awarded. Bond,

Priddy vs. Norfolk Railway Company.
Law and Chancery Court of the city of
Norfolk. Writ of error. Bond, \$500.
Norfolk. Railway Company Chesapeake and Ohio Railway Company vs. Turner. Circuit Court of Fluvanna county. Writ of error and supersedeas. Bond, \$1,200.

Bond, \$1,200.

Reusesens vs. Lawson. Circuit Court of Carroll county. Writ of error and super-sedeas. Bond, \$500.

Kendall vs. Baugher, etc. Circuit Court of Rockingham county. Appeal refused.

Lyceum Secures a Fine Attraction The Richmond Lyceum will give to the public another great attraction in Mr. Russell H. Conwell, the celebrated platform orator, who will lecture February 7th on "Acres of Diamonds." Mr. Hugh C. Middleton, secretary of the Southern Lyceum Association, says that Mr. Conwell is the greatest platform orator in America.

Police Commissioners Meet. The Police Commissioners met in the fflice of Chief Howard last evening. It office of Chief Howard last evening. It was the regular monthly meeting, and the usual routine business was transacted. A special session was ordered for next Monday afternoon at 5:30 to investigate complaints that have been lodged against a member of the force. This Is

## The Time

when every man or woman who reads these lines needs to be specially careful. There is a chill in the air, but while it has not killed the microbes of disease it has thinned the blood and lowered the vitality. You are therefore, less able to throw off these millions of microbes without help.

The best thing in all the world to help you do this is

## Duffy's Pure Malt Whiskey.

It has done this very thing successfully for years, has saved the lives of millions of people, and it will help you.

KISMET TO BE GIVEN TO-NIGHT. This Bright Opera to Be Presented by the Minerva Dorr Company,

"Kismet," an opera recently produced by Camille D'Arville and Richard F. Carroll in New York, will be presented at the Academy to-night by the Minerva Dorr Opera Company.

The reputation of "Kismet" has not only been made by the prominence of the principals in the cast, but also by the sumptuous manner in which it has been

The Mbretto is the work of Richard F. Carroll, well remembered in this city as the leading comedian with Miss Pauline Hall when she first appeared here in "Erminie," and later with other operas. Gustave Kerker, the composer of "The Wedding-Day." now being sung by the Russell-Fox-De Angelis Company, and "The Whirl of the Town," is also the composer of "Kismet," and it is said to a more pretentious effort than either of his other successes. Miss Minerva Dorr, well known on the opera stage, and Edward H. Carroll, a brother of the librettist, head the cast, which is quite a large one. Murray & Mack are at the Academy to-

morrow afternoon and night in their tar-cical conceit, "Finnegan's Courtship." The play has been so successful that the comedians find it the best vehicle for a second season in which to display their humors and comedy traits and qualities, The company in support is composed of clever specialty people, who introduce specialties at opportune moments. The advance sale of seats for De Wolt Hopper's engagement next Monday and Tuesday at the Academy has been unusu-

DUDE SNEAK-THIEVES.

### A Gang Works Quite Successfully on

A gang of sneak-thieves has been at work on Church Hill, and appears to have met with great success, while at the same time the members have managed to escape detection.

The unique feature of the case is the fact that the marauders are "dude tramps." Wherever articles have been tramps." stolen, it has been noticed that young men respectably, and even "flashily," dressed have been seen loafing in the neighborhood. One of the sufferers is Mr. W. H. Wil-

liams, who is the assistant of City-Clerk Ben. T. August, His clothes-line, which was filled with a week's washing, was depleted last Wednesday. Nothing but the clothes-pins was left. back yard for a neighbor's dining-room, where they stole a large piece of corned-beef, bread, and vegetables. One of the men who was seen coming from th house wore a fine chinchilla overcoat, The petty thefts in this vicinity have been so numerous and the complaints so frequent that special precautions are be-ing taken to catch the culprits.



# SHOES





than those sold all over town at Made in Tan, Box Calf, and Enamel Leather, triple soles, and

in all shapes. 311 EAST BROAD STREET.

#### LOST, STRAYED, AND FOUND.

LOST, DROPPED FROM A BUGGY IN the West End, between Park avenue and corner Laurel and Grace streets, a SMALL TRIMMED BLACK FELT HAT. The finder will be suitably rewarded by leaving at the Dispatch office. de 8-1t\*

LOST, ON SECOND STREET, BE-tween Marshall and Leigh streets, or on Leigh street, to First, or on First to Barton Heights, or between Barton Heights and Fourqurean's lane, a DARK BROWN MINK. The finder will be re-warded if left at JOSEPH W. BLILLEY'S, Third and Marshall streets. de 3-1t TAKEN UP ON MY PLACE, TUES-day, November 39th, FIVE GOATS. Own-er will please call and pay damages, and take them away. Mrs. CHRISTINA FRICK, No. 1116 west Main street, de 3-41°

AUCTION SALES-This Day.

WHEN REAL ESTATE IS SOLD THE TAXES FOR THE CURRENT CALES DAR YEAR ARE TO BE PAID PRO RATA BY THE VENDOR AND THE VENDEE.

By N. W. Bowe, Real Estate Auctioneer, SALE OF THE FACTORY, WARE

HOUSE, AND PLANT OF THE SOUTHERN STOVE-WORKS
THE SOUTHERN STOVE-WORKS
COMPANY,
FRONTING 28 FEET ON
ARY STREET AND EXTENDING
FROM TWENTY - FIRST TO
TWENTY-SECOND STREET,
AT AUCTION.

At the request of the Southern Store. Works Company and G. G. Valendine, Esq., I will sell, by public auction, on the remises, on FRIDAY, DECEMBER 3, 1897,

FRIDAY, DECEMBER 3, 1897, at 12 o'clock M., the valuable PLANT of the Southern Stove-Works Company, having a front of 253 feet on the north line of Cary street, and embracing the whole front, from Twenty-first to Twenty-second street, and having the record at addition to a fully equipped stove plant, a large prick warehouse, fortnerly known as "G. F. Watson's Factory," and a large one-story building, which cosid, at a comparatively small expense, be made suitable for mercantile uses or for to bacco storage, as well as having peculiar adaptability for general manufacturing purposes. The machinery embruces be sides the boiler and engine, a full complement of modern stove-making machinery, and is extensive enough to give employment to at least fifty moulders, It can be safely asserted that a spurtrack of the Southern Railway Company can be brought to the front of this property for the mere asking, a rather unusual circumstance, as there is but a limited amount of property in this eity to which a side-track can be gotten, and it is an important factor in considering the value and desirability of this property.

If persons desire to treat for the pur-

TERMS: One third cash, and residue at 6, 12, and 18 months, for notes, with interest added, and secured by trust deed on said property; or all cash, at option of purchase.

N. W. BOWE,
Auctioner, no 3,10,17,25td td

WALNUT HALL-RACK, WITH BE EDGE CIRCULAR MIRROR LEATHER SEAT; VERY NICE EXTENSION TABLE, OAK AND EXTENSION TABLE, OAK AND WALNUT SIDEBOARDS BROCATELLS
AND HAIR CLOTH PARLOR SUTS
VERY LARGE AND MASSIVE HALL
RACK, FRENCH PLATE BEVEL.
EDGE MIRROR; SPLENDID COOKING
RANGE, OIL-CLOTHS AND MATTING
PICTURES (8%40); BEVELLED EDGE
MIRRORS, IN GILT AND ENAMELLED
FRAMES; 1 DRUGGET, 35 SQUARS
YARDS; HIGH-BACK DINING AND
RESTAURANT CHAIRS, COAL AND
WOOD HEATING-STOVES, ETC. AT
AUCTION.—WE WILL SELL, at OUT WATEroom, 22 east Broad street,
THIS (Friday) MORNING, DEC. 24

The public invited, the invited to attend.

J. H. VALENTINE,
de 3 Manager and Auctioneer.

REAL ESTATE AT PRIVATE SALE. WHEN REAL ESTATE IS SOLD THE TAXES FOR THE CURRENT CALEN-DAR YEAR ARE TO BE PAID PRO RATA BY THE VENDOR AND THE VENDER.

Real Estate Agents, 1613 east Main street.

A HIGHLY-CULTIVATED FARM OF FORTY ACRES, one mile from city, Nice improvements, Address A., care of Dispatch.

FOR RENT.

FOR RENT. CALL. WRITE, OR 'PHONE 26 FOR December Rent-List. T. M. WORTHAM & CO.,

FOR RENT, A NEW HOUSE, NEWLY FURNISHED, in a desirable location. Terms very rea-sonable. Apply at 1995 west Franklia street. de J-lt

WANTED. FOUR YOUNG LADIES FOR THE TOT Department, Bring recommendations, Ap-ply at once 'o MEYER SYCLE, de 3-1t\* 103 east Broad street

WANTED,

BY A YOUNG MAN, 22 YEARS OF AGE, healthy and strong, sober and industrious, Employment of any kind. Salary no object. Address T. H., Dispatch office. WANTED.

NATIONAL REGISTRY COMPANY, de 3-1t\* Box 211, Richmond, Va. 840 A MONTH SALARY.

BUSINESS WANTS.

D. N. SCULL. WANTED.

young married couple. Address O. K.,

## COAL, COKE, AND WOOD.

know that they can buy that most superior grate fuel, the Clover-Hill Coal, as low as \$3.50 per ton; and for cooking-stoves, my Domestic Crushed Coke, 50 bushels (double load) for \$5. Also, Anthracite, Splint, Fire Creek, Po-

cahoritas, and Gayton Coals, Oak and Pine Wood at the lowest prices.

Harrison and Broad and 810 cast Broad

Old papers for sale to be Dispatch

perty.

If persons desire to treat for the purchase of this property or any part thereof before the day of sale, private bids there for will be received up to the 25th in

By the Valentine Auction Company, No. 829 east Broad street,

MINE WALNUT CHAMBER SUITS I WITH TENNESSEE AND WHITE ME BLE TOPS, VERY FINE HIGHLY POLISHED WARDROBES, BEAUTIPE WALNUT WALL

THIS (Friday) MORNING, DEC. 2d.

at 10:30 o'clock, rain or shine, 1 Very Pine
Walnut Wardrobe (new), 1 Hundsome
Walnut Chamber Sult, Tonnessee marbie
toilet on washstand; 2 Walnut Chamber
Sults, with white marbie; 1 Very Pretty
Walnut Hall-Rack, bevelled edge circular mirror and leather seat; 1 Very Large
and Massive Hallplece, with French-plate
bevelled mirror; 2 Brocatelle and 1 Halt
Cloth Parlor Sult; 3 Oak Sideboards; good
ones; 2 Walnut Sideboards; Oak and Walnut Extension Tables; High-Back Dinney
and Restaurant Chairs; 18x46 Revelled
Mirrors, gilt and enamelled frames, severail Very Nice Pictures; Willow, Cane, and
Wood-Seat Rockers; Platform Rockers,
upholstered in silk plush and halr cloth;
Oak and Walnut Centre-Tables; Double
and Single Bedsteads and Springs; 1 Per
Mirror, walnut frame; Splendid Cooking
Range and Utensils; Oil Shades, OilCloth, and Lace Curtains; Mattling, Coal
and Wood Heating-Stoves, and Oak
Frame Lounge; 1 Single Iron Bed and
Springs (new); Cobbler-Seat Rockers; 1
Drugget, 3x5 square yards, and other good
Furniture, etc., etc., Remember, we commence our sale at 10:30 sharp. This sale
worth attending, as the Furniture is good.
The public invited, the ladies capecially
invited to attend.

J. H. VALENTINE, THIS (Friday) MORNING, DEC. M. ally brisk, and the comedian will unsubtedly appear before large audiences. He will present Sousa's opera, "El-Capttan," from which the popular "Boom"

FOR SALE. WE HAVE SOME GREAT BARGAINS IN REAL ESTATE which we would be pleased to show you. Apply to T. M. WORTHAM & CO.,

FOR SALE,

Real Estate Agents, 1013 cast Main street.

EMPLOYMENT WANTS.

WANTED, A SITUATION BY A FIRST-CLASS Cook, Washer, and Ironer, Good references, Apply at 105 east Baker street, de 3-1t\*

QUICK SELLER FOR AGENTS, GOOD

WANTED, ENERGETIC LADIES and Gentlemen to canvass. Above salary guaranteed. Call on R. W. STANCILL is north Eleventh street, between Broad and Marshall streets, city. Enclose stamp or reply.

y 18-dyly&Jy 2-wiy

OYSTERS. I HAVE JUST ARRIVED IN THE Dock with a load of CHERRYSTONE OYSTERS. Call at foot of Eighteenth

FRONT ROOM, WITH BOARD, FOR

WANTED, GENTLEMEN TO OCCUPY NICELY-Furnished Rooms, with Board, in a pri-809 EAST GRACE.

WANTED, CONSUMERS OF FUEL TO

Samuel H. Cottrell,